

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

PNC BANK, N.A. and COLUMBIA
HOUSING SLP CORPORATION,
as partners in 2013 TRAVIS OAK
CREEK, LP, and 2013 TRAVIS
OAK CREEK, LP,

Plaintiffs,

v.

1:17-CV-584-RP

2013 TRAVIS OAK CREEK GP, LLC,
2013 TRAVIS OAK CREEK
DEVELOPER, INC., CHULA
INVESTMENTS, LTD., and
RENE O. CAMPOS,

Defendants.

ORDER

Before the Court is the report and recommendation of United States Magistrate Judge Mark Lane concerning (1) Defendants 2013 Travis Oak Creek, LP (the “Partnership”), 2013 Travis Oak Creek, GP (“General Partner”), and Rene Campos’s (“Campos”) Motion to Enforce Settlement Agreement against the PNC Parties, (Dkt. 209), and (2) Plaintiffs PNC Bank, N.A. (“PNC Bank”) and Columbia Housing SLP Corporation’s (“Columbia”) (collectively, the “PNC Parties”) Motion to Enforce Settlement Agreement against the Partnership, General Partner, Campos, 2013 Travis Oak Creek Developer, Inc. (“Developer”), and Chula Investments, Ltd. (“Chula”) (collectively, the “Eureka Parties”), (Dkt. 212). (R. & R., Dkt. 251). Both sides timely filed objections to the report and recommendation. (Dkts. 252, 253), responses to each other’s objections, (Dkts. 254, 255), and replies to each other’s responses, (Dkts. 256, 257).

A party may serve and file specific, written objections to a magistrate judge’s findings and recommendations within fourteen days after being served with a copy of the report and

recommendation and, in doing so, secure *de novo* review by the district court. 28 U.S.C. § 636(b)(1)(C). Because the parties timely objected to the report and recommendation, the Court reviews the report and recommendation *de novo*. Having done so and for the reasons given in the report and recommendation, the Court overrules the parties' objections and adopts the report and recommendation as its own order.

Accordingly, the Court **ORDERS** that the report and recommendation of United States Magistrate Judge Mark Lane, (Dkt. 251), is **ADOPTED**.

IT IS ORDERED that the motions to enforce the settlement agreement, (Dkts. 209, 212), and all related briefing and docket entries are **SEVERED** into a new case number with the same caption. All docket entries in this case from Dkt. 209 to the present shall be filed in the newly severed case.

IT IS FURTHER ORDERED that PNC Bank and Columbia's Motion to Enforce Settlement Agreement, (Dkt. 212), against the Partnership, General Partner, Campos, Developer, and Chula is **GRANTED IN PART** with respect to the 2016 tax credits in the amount of \$1,999,800.

IT IS FURTHER ORDERED that the Partnership, General Partner, and Campos' Motion to Enforce Settlement Agreement, (Dkt. 209), against PNC Bank and Columbia is **GRANTED IN PART** with respect to the 2019 tax credits in the amount of \$1,402,359.75.

IT IS FURTHER ORDERED that as a result of offset: (i) PNC Bank and Columbia shall recover \$597,440.25 from the Partnership, General Partner, Campos, Developer, and Chula, and (ii) the Partnership, General Partner, and Campos shall recover \$0 from PNC Bank and Columbia.

IT IS FURTHER ORDERED that PNC Bank and Columbia's recovery of \$597,440.25 against the Partnership, General Partner, Campos, Developer, and Chula shall bear post-judgment interest at the statutory rate of 5.39% per annum.

IT IS FURTHER ORDERED that each party's request for attorney's fees is **DENIED**.

IT IS FINALLY ORDERED that all other relief not expressly set forth herein is **DENIED**.

SIGNED on January 5, 2024.



ROBERT PITMAN
UNITED STATES DISTRICT JUDGE